

A.G. CONTRACT NO. KR-86-0222-TRD

ECS FILE: IGA-87-13

PROJECT: S-550-201PE

SECTION: I-19 - I-10 (Sahuarita
Corridor)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY

THIS AGREEMENT entered into this 17th day of July, 1988,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION, hereinafter called "State", and the COUNTY OF PIMA,
acting by and through its duly elected governing body, hereinafter called
"County".

WHEREAS, state is empowered by Sections 11-952 and 28-108 Arizona Revised
Statutes to enter into this agreement and has, by resolution, a copy of
which is attached hereto and made a part hereof, resolved to enter into
this agreement, and the Director of the Arizona Department of
Transportation has delegated to the undersigned the authority to execute
same on behalf of State; and

WHEREAS, County is empowered by Section 11-251 Arizona Revised Statutes
to enter into this agreement and acting by and through its duly elected
governing body has, by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and has
authorized the undersigned to execute same on behalf of County; and

WHEREAS, State seeks to improve the safety of the Sahuarita Corridor,
designated State Route 982 by Resolution 86-01-A-008, dated
January 20, 1986; and

WHEREAS, County has identified the Sahuarita Road Corridor (State Route
982) as a key element in the development of County's Regional
Transportation Plan and desires to provide safe access between
Interstate 19 and Interstate 10 to serve the transportation needs of the
growth occurring south of metropolitan Tucson; and

NO. <u>13187</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>7-25-88</u>
<u>John Shumway</u> Secretary of State
By <u>A. F. Rude</u>

WHEREAS, State and County agree to share responsibilities for the construction of Sahuarita Road from Houghton Road to Alvernon Way.

THEREFORE, the parties hereto agree as follows:

COUNTY SHALL:

1. Acquire at County's expense when required for construction all necessary right-of-way within the Sahuarita Corridor identified on Exhibit A attached hereto and made a part hereof. Right-of-way required for Sahuarita Road outside the corridor depicted on Exhibit A may be acquired by County. Right-of-way for Sahuarita Road required outside the corridor depicted on Exhibit A and not acquired by County will be acquired by State. All said right-of-way acquired by County shall be transferred to State at no cost to State at the time Sahuarita Road is accepted onto the State Highway System as a State Highway.

2. Limit access to Sahuarita Road to locations determined in the corridor study prepared by State.

3. Prepare, at County's expense, plans for paving Sahuarita Road from Houghton Road to Alvernon Way.

4. Contract for construction for paving Sahuarita Road from Houghton Road to Alvernon Way, supervise construction, make all payments to the contractor, and approve and accept the new roadway facilities.

5. Within 10 days of receipt of the monthly pay estimate from the construction contractor transmit to State a copy of the contractor's monthly pay estimate along with a bill for construction costs.

6. Remit payment to State for State's engineering costs incurred for preparation of a corridor study for Sahuarita Road Corridor from Interstate 19 to Interstate 10; said amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS (\$800,000).

7. Retain maintenance responsibilities for Sahuarita Road until such time that Sahuarita Road is accepted into the State Highway System.

8. Hold State harmless for all liability resulting from constructing roadway improvements to Sahuarita Road between Houghton Road and Alvernon Way.

STATE SHALL:

1. Prepare a corridor study to result in a location specific general plan and to identify design concepts, right-of-way requirements, access limitations and environmental mitigation requirements for the Sahuarita Road Corridor from Interstate 19 to Interstate 10.

2. Within 10 days of receipt of pay or contract change order request from the Consultant for the corridor study, transmit to County a copy of the Consultant's pay or contract change order request.

3. Establish a special collateral account through the State Treasurer's Highway Fund in the amount of THREE MILLION DOLLARS (\$3,000,000) to be utilized for construction costs for paving Sahuarita Road from Houghton Road to Alvernon Way. Said collateral account shall be established prior to award of a construction contract by County and shall be allowed to accrue interest for State.

4. Within 30 days of receipt of contractor's monthly pay estimate and bill from County for paving of Sahuarita Road from Houghton Road to Alvernon Way, remit payment in full to the County.

5. Submit to County a bill for engineering costs incurred by State for the preparation of the corridor study. Final cost responsibility to the County for the corridor study shall be equal to EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) less the difference between \$3,000,000 and the actual construction costs for paving Sahuarita Road from Houghton Road to Alvernon Way.

BOTH PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. County shall be provided the opportunity to review and comment on the products of the corridor study. State shall schedule periodic corridor study meetings at which State, County and the corridor study Consultant will review and discuss the progress, direction and products of the study.

2. County shall expend up to \$800,000 of County funds for engineering costs incurred by State for the preparation of a corridor study for the Sahuarita Road Corridor from Interstate 19 to Interstate 10.

3. In the event that expenditures for preparation of the corridor study exceeds \$800,000, State shall bear the additional costs for the corridor study.

4. State's contribution of \$3,000,000 shall be utilized for construction costs for paving Sahuarita Road between Houghton Road and Alvernon Way. The amount of any unexpended funds from the \$3,000,000 shall be deducted from County's upper limit (\$800,000) for engineering costs for the preparation of the corridor study.

5. County shall bear all costs of construction for paving Sahuarita Corridor between Houghton Road and Alvernon Way that are in excess of \$3,000,000.

6. County shall assume all liability associated with construction change orders, delays and claims for extra compensation made by the contractor for construction of the new roadway facilities due to errors and omissions in PS & E documents, utility conflicts, and/or extension of project limits or changes in character of work, or any other cause.

7. Upon final acceptance of the project, County shall provide to State a full accounting for all monies expended.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project and corridor study as aforesaid, provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided, however, agreements herein relating to maintenance and liability shall be in place until such time as a subsequent agreement is executed.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to the contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of County's Resolution passed by its duly elected governing body, a copy of the written determination of the appropriate attorney that County is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY:

David L. Toman

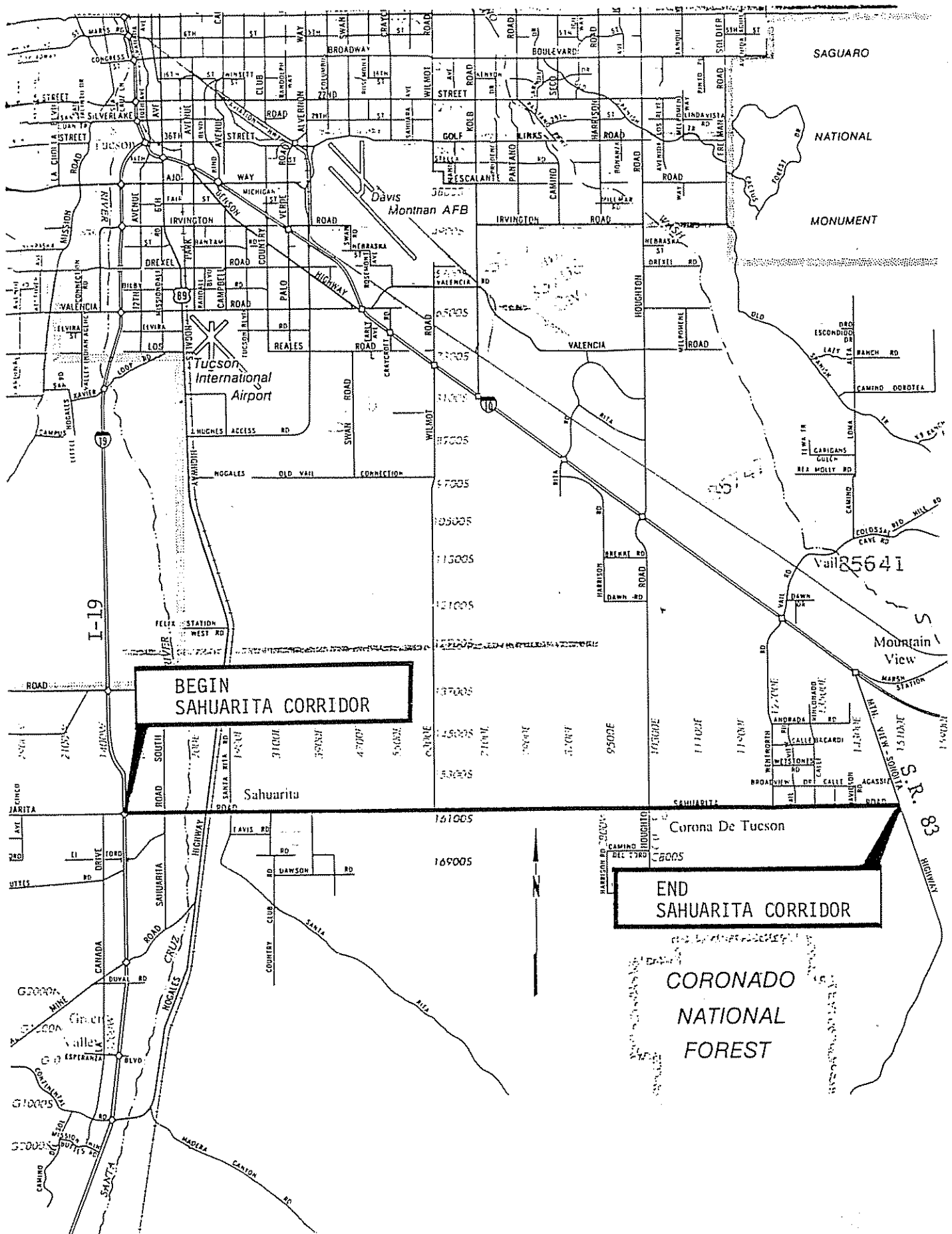
TITLE: _____

BY:

Gary K. Robinson
GARY K. ROBINSON
Acting State Engineer

ATTEST:

Jane S. Williams



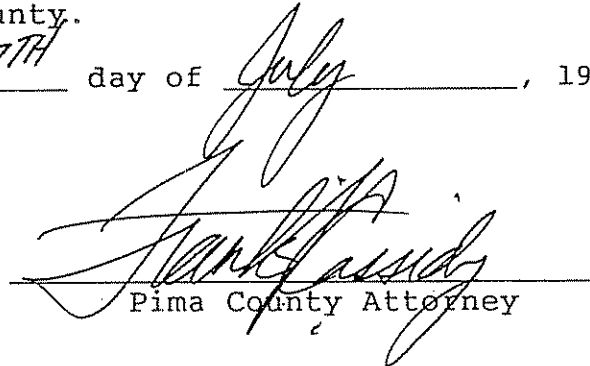
ECS File: IGA-87-13
Project: S-550-201PE
Section: I-19 - I-10 (Sahuarita
Corridor)

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

The referenced agreement between Pima County and the Arizona Department of Transportation has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned County Attorney, who has determined that it is in the proper form and is within the powers and authority granted to Pima County.

Dated this 7TH day of July, 1988.


Pima County Attorney

38. ROADS-M: SAHUARITA ROAD

On consideration, it was moved by Supervisor Eckstrom, seconded by Supervisor Dewhirst, and unanimously carried, to approve the following, subject to approval by the Director of Transportation and Flood Control District and the County Attorney:

RESOLUTION NO. 1988 - 111, approving and authorizing the execution of an agreement between Pima County and the State of Arizona, to provide for the development of a corridor study and the funding for paving a portion of Sahuarita Road.


39. B&P-GREAT AMERICAN TOWER

On consideration, it was moved by Supervisor Eckstrom, seconded by Supervisor Moore, and unanimously carried, to approve the following as presented:

Contract Award - Ratification
Floor Covering for the Great American Tower: Staff recommends award to Foley Tile in the base bid amount of \$30,894.

40. ADJOURNMENT

As there was no further business to come before the Board, the meeting was adjourned at 11:50 a.m.


Chairman

ATTEST:


Clerk

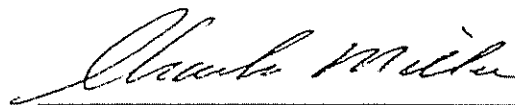
PROJECT: S-550-201PE

SECTION: I-19 - I-10 (Sahuarita
Corridor)

RESOLUTION

BE IT RESOLVED on this 25th day of September, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with Pima County for design and construction of Sahuarita Road from Houghton Road to Alvernon Way.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles Miller, Director
Arizona Department of Transportation

ATTORNEY GENERAL
1275 West Washington
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR-88-0222-TRD, which is an agreement between public agencies, has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter said agreement.

Dated this 20th day of July, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division